



CERTIFICATION

September 25, 2001

This is to certify that I am familiar with the German and English languages and that the attached English translation of the transferred rights from Dr. Sauer and Christian Klepsch to Sauer & Klepsch Glas-Constructions Gesellschaft m.b.H. which was recorded by the PTO at reel 010479, frame 0001 is true and accurate to the best of my knowledge and belief.

Peter Schwarz
Peter Schwarz
Translator

RECEIVED

SEP 28 2001

OFFICE OF PETITIONS

Copy

Business reference number: 824

Notarization

Before me, Dr. Gernot Rönfeld, Notary Public, St. Gilgen, there are today, on March 10, 1999, in the notary office in St. Gilgen, Pöllingerstr. 23, the following parties: -----

1. **Dr. Sarolf Sauer**, born May 29, 1941, salaried employee, 1130 Vienna, Lainzerstr. 64, who shows proof of the above-mentioned date of birth by passport No. U 0752056 issued by the Federal Police Directorate Vienna on April 30, 1990 -----
2. Mr. **Christian Klepsch**, born on September 18, 1943, freelance artist, 5201 Seekirchen, Koppeltorstr. 8, who shows proof of the above-mentioned date of birth by passport No. 3536013793 issued by the General Consulate of the Federal Republic of Germany in Salzburg on April 26, 1990, and -----
3. **SAUER & KLEPSCH GLAS-CONSTRUCTIONS Gesellschaft m.b.H.** entered in the company register of the Regional Court Wels under the company number 164968, with headquarters in St. Wolfgang, Salzkammergut, business address: 5351 Aigen-Voglhub, Weinbach 14, with the **officiating business manager Dr. Ludwig Müller**, born on April 16, 1934, pharmacist (ret.), 4812 Pinsdorf, Kaiserweg 2, who showed proof of his above-mentioned date of birth by the personal identification card No. 4904224 issued by the District Office Gmunden on October 19, 1989, and they appeared before me, the notary public, and have come to and have concluded the following **agreement**.---

Agreement

Firstly

Object of contract

Postponed conditionally upon entry of the amendment concluded this date pertaining to the articles of incorporation into the above-mentioned company register (protocol, business reference number 823 of this notary public) and transfer of the company shares of Christine Klepsch to the above-mentioned company, the capital stock of 200,000 schillings of Dr. Ludwig Müller, Dr. Sarolf Sauer and Christian Klepsch hereby sell and convey to Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. the patent applications DE 196.21552.8, 197.19697.7, 197.28682.8, 197.32461.4, 197.32462.2, 197.40160.0, 197.40163.5, 197.44876.3, as well as the PCT applications PCT/EP 98/033-49 and PCT/EP 98/033-48 (named in the following "patent applications"), aside the thereby connected rights and obligation as well as the accompanying know-how. The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. accepts the conveyance, Dr. Sarolf Sauer and Christian Klepsch allow hereby, postponed conditionally upon the occurrence of the above-mentioned condition, the conveyance of the patent applications to Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. and obligate themselves to transfer all documents required for the conveyance and to execute the necessary signatures. -----

Secondly

Transfer of documents

transfer to Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. all written documents, including know-how, experiment reports and samples which relate to the contractual object of the inventions. Christian Klepsch will make an effort to realize the technical usability of these inventions. -----

Thirdly

Service in return and departure of partners

Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. pays as return service for the conveyance of the patent applications to the conveying party one schilling each (S 1.-). -----

There is the obligation for Dr. Sarolf Sauer and Margarita Sauer (MA) to depart as partner from the company after fulfillment of the conditions listed subsequently. -----
Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H., Christian Klepsch and Dr. Ludwig Müller, Dr. Ludwig Müller also personally, obligate themselves to do everything within their power to fulfill the conditions as quickly as possible. As soon as funds become available to the company, these funds will be used to facilitate, in the first place, the redemption of the existing credit at the Oberbank Wien based on the credit agreement of April 24, 1998 with a credit line of 6,000,000 schillings, presently outstanding approximately 4,600,000 schillings, and to relieve Dr. Sarolf Sauer from personal responsibility taken by him relative to his credit liability. -----
Subsequently, these funds are to be used, in second place, for payment of 750,000 schillings to the S. SAUER Management Consultants Gesellschaft m.b.H. Additionally, the company will absorb the personal attorney fees occurred by Dr. Sarolf Sauer in the amount of 100,000 schillings. -----

Fourthly

Guarantee

Dr. Sarolf Sauer does not accept any liability for the technical usability of the inventions based on the patent applications. Christian Klepsch accepts liability for the use of this invention for manufacturing of glass bead composites and other glass bead products, glass foils and glass foil composites. -----

Dr. Sarolf Sauer and Christian Klepsch guarantee each individually that they are not aware of any legal defects pertaining to the patent applications or defects relating to the inventions. -----

Fifthly

Non-contest agreement

Christian Klepsch obligates himself not to oppose the patent applications with already granted patents, not to contest the patent applications, and not to support third parties in contests relating to the patent applications. -----

Sixthly
Confidentiality

Christian Klepsch and Dr. Sarolf Sauer obligate themselves, after signing of this contract, to maintain confidentiality about their knowledge relative to third parties and to maintain this confidentiality as long as the know-how is still confidential and pertinent. -----

Seventhly
Expenditures

Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. accepts as of December 1, 1998, all fees and patent costs which have occurred and will occur in conjunction with the patent applications. -----

Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. obligates itself to remit to Dr. Sarolf Sauer to account No. 02.418.424 at the Raiffeisenbank Inneres Salzkammergut, BLZ 34545, the patent application fees paid by him in the past and patent attorney fees in the amount of 600,000 schillings within five (5) working days after conveyance of his ownership of the patent applications and after receipt of proof of payment. -----

The costs for the conveyance of the patent applications are charged to Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. -----

Eighthly
Cooperation

Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. and Dr. Sarolf Sauer as well as Christian Klepsch obligate themselves, as partners of Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H., to inform each other fully about all business developments conducted in the past pertaining to usage of the patent applications, particularly to exchange possible existing documents relating to these business developments. After signing of this contract, Dr. Sarolf Sauer, Christian Klepsch, and Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. are entitled and obligated to mutually promote utilization of the patent applications. This entitlement and obligations of Dr. Sarolf Sauer terminates with his departure as partner of Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. -----

Ninthly
Final clauses

The contract is subject to Austrian law. -----
Place of venue is Vienna. -----
Should a clause of this contract be or become ineffective or should this contract contain a loophole, then the legality of the remaining clauses remain untouched thereby. In lieu of the ineffective clause, an effective clause becomes valid which comes closest economically, as agreed upon, to the clause desired by the parties involved – the same applies in case of a loophole. -----
The contract elements mutually allow the right for withdrawal of any amount of copies. –
This notarization was approved and signed before me by the partners according to their will after reading (of the contract). -----
St. Gilgen, March 10, 1999. -----
For Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H.

[Four illegible signatures]

[Seal of the Notary Public, Dr. Gernot Rönfeld, St. Gilgen, Salzburg District]

[Signed]
Gernot Rönfeld
Notary Public

Dr. Alfred MITTERLEHNER
Kaiser-Franz-Josef-Str. 14

Register of companies Extract with historical data Company number 169468 v
Date of record: November 19, 1999

The origin of this extract is the main register supplemented with data from the document repository.

The out-of-date data, as of November 19, 1999, is marked at the side with the “#” symbol.

The last entry on July 10, 1999 is marked with the number “8” at the court having jurisdiction, the District Court Wels.

1 Company
SAUER & KLEPSCH GLAS-CONSTRUCTIONS
Gesellschaft m.b.H.
6 # Christian Klepsch Glastechnologie
Gesellschaft mbH
8 KGT-Klepsch Glastechnologie GmbH

1 Legal entity
Incorporated, Inc. (GmbH)

1 Headquarters in the
political district Sankt Wolfgang im Salzkammergut

1 Business address
Weinbach 14
5351 Aigen-Voglhub

Capital
1 # ATS 500,000 [ATS = Austrian schilling]
3 ATS 2,000,000

1 Deadline for annual financial statement
December 31.